

**STATE OF RHODE ISLAND
BEFORE THE RHODE ISLAND ETHICS COMMISSION**

**In re: Peter Drouin,
Respondent**

Complaint No. 2019-8

ORDER

This matter having been heard before the Rhode Island Ethics Commission on November 19, 2019, pursuant to 520-RICR-00-00-3.16 Informal Disposition (1011), and the Commission having considered the Complaint herein, the arguments of counsel, and the proposed Informal Resolution and Settlement, which is incorporated by reference herein, it is hereby

ORDERED, ADJUDGED AND DECREED

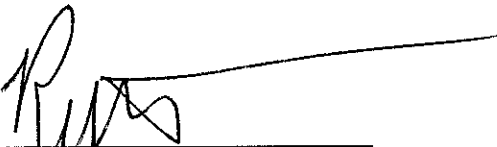
THAT, the Commission approves the Informal Resolution and Settlement as submitted;

THAT, the Commission incorporates by reference herein the Findings of Fact and Admissions, and the Conclusions of Law, set forth in the Informal Resolution and Settlement;

THAT, by voting on March 21, 2017, to approve the purchase of a vehicle for which it was reasonably foreseeable that the Respondent's business, Burrillville Motors, would do the repair work, the Respondent violated Rhode Island General Laws § 36-14-5(a) and (d); and

THAT, the Respondent is ordered to pay a civil penalty in the amount of One Hundred Fifty Dollars (\$150).

Entered as an Order of this Commission,



Chairperson

Dated: November 19, 2019

**STATE OF RHODE ISLAND
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**In re: Peter Drouin,
Respondent**

Complaint No. 2019-8

INFORMAL RESOLUTION AND SETTLEMENT

The Respondent, Peter Drouin, and the Rhode Island Ethics Commission (“Commission”) hereby agree to a resolution of the above-referenced matter as follows:

I. FINDINGS OF FACT & ADMISSIONS

1. The Respondent was elected to the Board of Fire Commissioners (“Board”) for the Pascoag Fire District (“Fire District”) on September 1, 2016, and served in said capacity until September 2019.

2. In his private capacity, the Respondent has been the owner of Burrillville Motors Sales, Inc. (“Burrillville Motors”), a business that provides auto sales and services, since 2006.

3. In January 2017, Einar Hanson called the Respondent and asked to have his vehicle, a 1999 Chevrolet Tahoe (“Tahoe”), towed to Burrillville Motors for repairs. Mr. Hanson informed the Respondent that the CV joint needed repair but did not request a quote for the work.

4. Two weeks later, a member of the Fire District contacted Mr. Hanson with an offer to purchase the Tahoe for the Fire District and Mr. Hanson agreed to sell it for \$1,600. The Tahoe remained on the lot at Burrillville Motors until it was sold to the Fire District.

5. Chief Carter contacted Burrillville Motors and received a quote from one of the autobody men, Sam Steere, in the amount of \$3,000 for body and paint work that needed to be done to the Tahoe.

6. On March 13, 2017, the Fire District issued a check to Einar Hanson for a deposit

in the amount of \$500 for the Tahoe.

7. At the Board's March 21, 2017 meeting, Chief Carter presented a written report to the Board in which he recommended that the Fire District purchase the Tahoe from Einar Hanson to be used for the community para-medicine program. The Chief's report stated that the cost of the vehicle was \$1,600 and an additional \$3,000 would be needed for body and paint work.

8. On or before the March 21, 2017 meeting, Chief Carter informed the Respondent that the \$3,000 repair quote came from Burrillville Motors.

9. The Respondent participated in the Board's single and unanimous vote at the March 21, 2017 meeting to approve the purchase of the Tahoe for \$1,600 with an additional \$3,000 needed for the repairs to the vehicle.

10. On March 22, 2017, the Fire District issued a check to Einar Hanson in the amount of \$1,100, the balance owed for the Tahoe.

11. The Tahoe was not on consignment with Burrillville Motors and the Respondent did not receive any compensation as a result of its purchase by the Fire District.

12. On April 11, 2017, the Board approved the payment of \$3,651 to Burrillville Motors for repair work to the Tahoe, with the Respondent recusing.

II. CONCLUSIONS OF LAW

1. As a member of the Pascoag Board of Fire Commissioners, a municipal elected position, the Respondent was subject to the Rhode Island Code of Ethics in Government, pursuant to R.I. Gen. Laws § 36-14-4(1).

2. By voting on March 21, 2017, to approve the purchase of a vehicle for which it was reasonably foreseeable that the Respondent's business, Burrillville Motors, would do the repair work, the Respondent violated Rhode Island General Laws § 36-14-5(a) and (d).

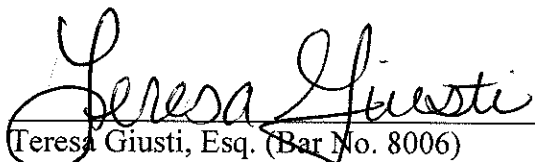
III. SETTLEMENT

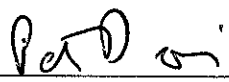
Pursuant to the above Findings of Fact and Conclusions of Law, the Respondent and the Commission Prosecutor agree, subject to the approval of the Rhode Island Ethics Commission pursuant to R.I. Gen. Laws § 36-14-13(d) and 520-RICR-00-00-3.16 Informal Disposition (1011), to the following:

1. The Commission shall enter an Order and Judgment that the Respondent violated R.I. Gen. Laws § 36-14-5(a) and (d) by voting on March 21, 2017, to approve the purchase of a vehicle for which it was reasonably foreseeable that the Respondent's business, Burrillville Motors, would do the repair work.

2. The Respondent further agrees that, pursuant to the above Findings of Fact and Conclusions of Law, the Prosecution will recommend the imposition of a \$ 150 civil penalty.

3. The above terms represent the full and complete Informal Resolution and Settlement for Complaint No. 2019-8.


Teresa Giusti, Esq. (Bar No. 8006)
Commission Prosecutor
Dated: 11/13/19


Peter Drouin
Respondent
Dated: 11/13/19